

# **ITS** *Mississippi Department of Information Technology Services*

## **RFP No: 3583**

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **September 15, 2010 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Human Services.

To obtain the services of a Vendor to perform analysis and recommend alternatives for the enhancement/replacement of the existing Mississippi Automated Child Welfare Information System (MACWIS)

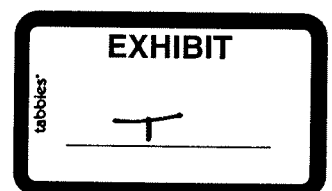
### **The Vendor must submit proposals and direct inquiries to:**

Debra Spell  
Technology Consultant  
Information Technology Services  
Suite 508, 301 N. Lamar Street  
Jackson, MS 39201-1495  
(601) 359-2632  
debra.spell@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3583  
due September 15, 2010 @ 3:00 p.m.,  
ATTENTION: debra.spell

**David L. Litchliter**  
Executive Director, ITS



RFP No.: 3583  
ITS RFP Response Checklist  
Project No.: 37921  
Revised: 5/11/2010

## ITS RFP Response Checklist

---

RFP Response Checklist: These items should be included in your response to RFP 3583.

- \_\_\_\_\_ 1) One clearly marked original response, eight (8) identical copy/copies and an electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)

RFP No.: 3583  
Table of Contents  
Project No.: 37921  
Revised: 5/11/2010

## Table of Contents

---

|  |     |
|--|-----|
| SECTION I .....                                      | 4   |
| SUBMISSION COVER SHEET & CONFIGURATION SUMMARY ..... | 4   |
| PROPOSAL BONDS .....                                 | 5   |
| SECTION II .....                                     | 6   |
| PROPOSAL SUBMISSION REQUIREMENTS .....               | 6   |
| SECTION III .....                                    | 10  |
| VENDOR INFORMATION .....                             | 10  |
| SECTION IV .....                                     | 14  |
| LEGAL AND CONTRACTUAL INFORMATION .....              | 14  |
| SECTION V .....                                      | 26  |
| PROPOSAL EXCEPTIONS .....                            | 26  |
| PROPOSAL EXCEPTION SUMMARY FORM .....                | 28  |
| SECTION VI .....                                     | 29  |
| RFP QUESTIONNAIRE .....                              | 29  |
| SECTION VII .....                                    | 32  |
| TECHNICAL SPECIFICATIONS .....                       | 32  |
| SECTION VIII .....                                   | 33  |
| COST INFORMATION SUBMISSION .....                    | 79  |
| SECTION IX .....                                     | 81  |
| REFERENCES .....                                     | 81  |
| REFERENCE FORM .....                                 | 82  |
| SUBCONTRACTOR REFERENCE FORM .....                   | 83  |
| ATTACHMENT A .....                                   | 84  |
| STANDARD CONTRACT .....                              | 84  |
| ATTACHMENT B .....                                   | 102 |
| MACWIS WORK FLOW DIAGRAM .....                       | 102 |
| ATTACHMENT C .....                                   | 103 |
| INTENT TO PROPOSE .....                              | 103 |
| ATTACHMENT D .....                                   | 104 |
| INTERFACES .....                                     | 104 |
| ATTACHMENT E .....                                   | 105 |
| DRUG-FREE WORKPLACE REQUIREMENTS .....               | 105 |

RFP No.: 3583  
 Section 1: Submission Cover Sheet & Configuration Summary  
 Project No.: 37921  
 Revised: 10/1/2009

## SECTION I SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

|               |               |
|---------------|---------------|
| Name _____    | Phone # _____ |
| Address _____ | Fax # _____   |
| _____         | E-mail _____  |

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Amendment A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_  
 Original signature of Officer in Bind of Company/Date

Name (typed or  
printed)

Title

Company name

Physical address

State of Incorporation

---

## CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

*RFP No.: 3583  
Proposal Bonds  
Project No.: 37921  
Revised: 10/1/2009*

## **PROPOSAL BONDS**

A Proposal Bond is not required for this procurement.

RFP No.: 3583  
 Section II: Proposal Submission Requirements  
 Project No.: 37921  
 Revised: 10/1/2009

## SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by ITS should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of ITS by the date and time specified. ITS is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. ITS reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. ITS reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by ITS is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response, eight (8) identical copy/copies, and an electronic copy of the complete proposal, including all sections and attachments, in three-ring binders.

RFP No.: 3583  
Section II: Proposal Submission Requirements  
Project No.: 37921  
Revised: 10/1/2009

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 8.3 Number each page of the proposal.
- 8.4 Respond to the sections and attachments in the same order as this RFP.
- 8.5 Label and tab the responses to each section and attachment, using the corresponding headings from the RFP.
- 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
- 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
- 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
- 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
- 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.



10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 12.6 The Vendor must submit one clearly marked original and eight (8) copies of the clarification.
  - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**  
 From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and



*RFP No.: 3583  
Section II: Proposal Submission Requirements  
Project No.: 37921  
Revised: 10/1/2009*

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Debra Spell, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-2632, [debra.spell@its.ms.gov](mailto:debra.spell@its.ms.gov).
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

### **SECTION III VENDOR INFORMATION**

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml).

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

RFP No.: 3583  
Section III: Vendor Information  
Project No.: 37921  
Revised: 10/1/2009

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

RFP No.: 3583  
 Section III: Vendor Information  
 Project No.: 37921  
 Revised: 10/1/2009

**13. Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

**14. Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

RFP No.: 3583  
Section III: Vendor Information  
Project No.: 37921  
Revised: 10/1/2009

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing ITS contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with ITS successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Attachment A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and attachments of this RFP, including the *Standard Contract* attached as Attachment A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between ITS and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by ITS;
- 3.2 Contracts which have been signed by the Vendor and ITS;
- 3.3 ITS' Request for Proposal, including all addenda;
- 3.4 Official written correspondence from ITS to the Vendor;
- 3.5 Official written correspondence from the Vendor to ITS when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the ITS RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both ITS and the winning Vendor.



5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of ITS is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). ITS is issuing this RFP on behalf of the procuring agency or institution. ITS and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
  - 7.3.1 Infringement issues;
  - 7.3.2 Bodily injury;
  - 7.3.3 Death;
  - 7.3.4 Physical damage to tangible personal and/or real property; and/or
  - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.



*RFP No.: 3583*  
*Section IV: Legal and Contractual Information*  
*Project No.: 37921*  
*Revised: 10/1/2009*

- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

- 8.1 Written notification made to proposers on ITS Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
  - 8.1.1 letterhead, or
  - 8.1.2 Notification posted to the ITS website for the project, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The ITS Board's approval of same during an open session of the Board.
- 8.2 ITS statute specifies whether ITS Director approval or ITS Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of ITS.

*RFP No.: 3583*  
*Section IV: Legal and Contractual Information*  
*Project No.: 37921*  
*Revised: 10/1/2009*

10. **Order of Contract Execution**  
Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of ITS signs.
11. **Availability of Funds**  
All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.
12. **CP-1 Requirement**  
All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.
13. **Requirement for Electronic Payment and Invoicing**
  - 13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us).
  - 13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.
  - 13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.
14. **Time For Negotiations**
  - 14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from ITS, unless ITS consents to extend the period. Failure to complete

*RFP No.: 3583*  
*Section IV: Legal and Contractual Information*  
*Project No.: 37921*  
*Revised: 10/1/2009*

negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. ITS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language

specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

**17. ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. ITS reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

**18. Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

**19. Negotiations with Subcontractor**

In order to protect the State's interest, ITS reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

**20. References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

**21. Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which ITS is the contracting agent and who has received written notification from ITS regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, ITS has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which ITS is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required

to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
22. **Equipment Condition**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**  
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**  
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of one hundred eighty (180) days.
25. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the



software without restriction. This requirement applies to source code, object code, and documentation.

- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Remote Access via Virtual Private Network**

Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in accordance with the Mississippi Public Records Act. The ITS Public Records Procedures are available in Section 019-010 of the ITS Procurement Handbook, on the ITS Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from ITS upon request.

As outlined in the Third Party Information section of the ITS Public Records Procedures, ITS will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. ITS will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the ITS Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, ITS will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. ITS will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the ITS Public Records Procedures.

Summary information and contract terms, as defined above, become the property of ITS, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by ITS significantly after the proposal opening date. ITS will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

**35. Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

**36. Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.



37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal. If required, the cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Human Services after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

The Vendor must procure and submit to ITS, on behalf of Mississippi Department of Human Services, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Human Services, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from ITS upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3583.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status

*RFP No.: 3583  
Section IV: Legal and Contractual Information  
Project No.: 37921  
Revised: 10/1/2009*

verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

RFP No.: 3583  
 Section V: Proposal Exceptions  
 Project No.: 37921  
 Revised: 10/1/2009

## SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this RFP.

RFP No.: 3583  
Section V: Proposal Exceptions  
Project No.: 37921  
Revised: 10/1/2009

4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Attachment A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with ITS in the past, ITS requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

RFP No.: 3583  
Section V: Proposal Exceptions  
Project No.: 37921  
Revised: 10/1/2009

### PROPOSAL EXCEPTION SUMMARY FORM

**List and clearly explain any exceptions, for all RFP Sections and Attachments, in the table below.**

| ITS RFP Reference  | Vendor Proposal Reference  | Brief Explanation of Exception              | ITS Acceptance (sign here only if accepted) |
|--|--|---|---|
| (Reference specific outline point to which exception is taken) | (Page, section, items in Vendor's proposal where exception is explained) | (Short description of exception being made) |   |
| 1.   |  |   |   |
| 2.   |  |   |   |
| 3.   |  |   |   |
| 4.   |  |   |   |
| 5.   |  |   |   |
| 6.   |  |   |   |
| 7.   |  |   |   |



RFP No.: 3583  
 Section VI: RFP Questionnaire  
 Project No.: 37921  
 Revised: 10/1/2009

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

### 1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: \_\_\_\_\_ OR Signed W-9 Form Attached: \_\_\_\_\_

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: [http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf). Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_

Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_

Not claiming Minority or Women Business Enterprise Status: \_\_\_\_\_

### 2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)



### 3. Certification of No Conflict of Interest

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within ITS jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

#### 4. Pending Legal Actions

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

**5. Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

## 6. Order and Remit Address

The Vendor must specify both an order and a remit address:

**Order Address:**

|  |
|--|
|  |
|--|

*RFP No.: 3583  
Section VI: RFP Questionnaire  
Project No.: 37921  
Revised: 10/1/2009*

Remit Address (if different):

|  |
|--|
|  |
|--|

7. **Web Amendments**

As stated in Section III, ITS will use the ITS website to post amendments regarding RFPs before the proposal opening at [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml). We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the ITS amendments for RFPs as above stated? (A yes or no answer is required.)

RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010

## SECTION VII TECHNICAL SPECIFICATIONS

### 1. How to Respond to this Section

- 1.1 Beginning with Item 2 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no Vendor response or Vendor compliance is required. “ACKNOWLEDGED” simply means the Vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### 2. General Overview and Background

The Mississippi Department of Information Technology Services, on behalf of the Mississippi Department of Human Services (MDHS), Division of Family and Children’s Services (DFCS) is seeking the services of a Contractor to assist DFCS with determining the functional and technical requirements for the Mississippi Automated Child Welfare Information System (MACWIS) necessary to meet requirements of the *Olivia Y. et al. v. Barbour* Settlement Agreement, Reform Plans and annual Implementation Plans, Council on Accreditation (COA) and United States Department of Health and Human Services

(HHS) Administration for Children and Families (ACF) standard requirements (identified in Item 3.10 of this section of the RFP), and provide alternative solutions for implementation in accordance primarily with the requirements in Item 6.4.8 of this Section.

MDHS' mission is to provide services for people in need by optimizing all available resources to sustain the family unit and to encourage traditional family values, thereby promoting self-sufficiency and personal responsibility for all Mississippians. Within MDHS, the DFCS manages protective programs on behalf of Mississippi's children, youth and their families by providing a wide range of family-centered services with the goal of strengthening the family system. DFCS seeks to protect vulnerable children and adults from abuse, neglect or exploitation; support family preservation and community living; and prevent family violence and disruption, while supporting families and children in their own homes and communities whenever possible.

DFCS is currently staffed by approximately 1,000 people in 13 state regions for a total of 87 county office locations statewide. The Jackson offices are located at 750 North State Street. Additional information concerning DFCS organization and functions can be found on the DFCS web site <http://www.mdhs.ms.gov> (click "Family & Children's Services" on the left navigation).

The Contractor will be required to analyze current practices in the functional areas in Mississippi's child welfare community; evaluate, assess, and identify deficiencies in the existing system, business processes, policies, regulations and practices; and perform a gap analysis to determine, at a minimum, functional processes not supported by the current system, data elements not captured by the current system as well as additional report definitions required. The final recommendation should provide DFCS with available alternatives that include a cost benefit analysis and a recommended solution. The recommended solution must support DFCS current and planned business processes, the requirements of the *Olivia Y. et al. v. Barbour (Olivia Y.)* lawsuit and Reform Plan (Settlement Agreement), its annual Implementation Plans and Council on Accreditation (COA) requirements). Pursuant to the Period II Implementation Plan, a "*comprehensive analysis of the MACWIS system and its ability to perform the computer functions required by section II.A.5.a. of the Settlement Agreement and for recommendations of remedial efforts necessary to enable MACWIS to perform those Settlement Agreement requirements*" is mandated. The proposed solution must: (1) be capable of being easily modified to meet ever-changing federal and state child welfare legal and regulatory regulations requirements; and (2) be strategically aligned with accepted standards and the strategic technology plan of the State.

### 3. **EXISTING MACWIS SYSTEM**

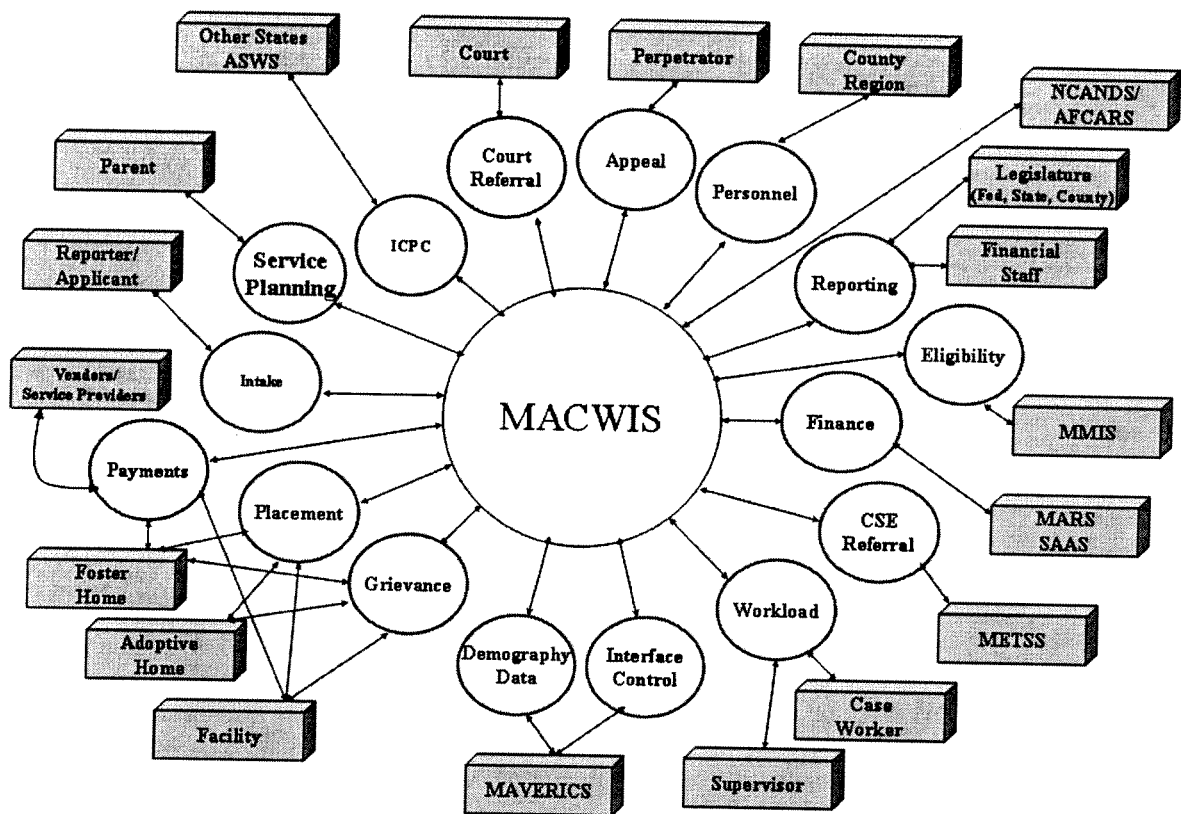
MACWIS is the current application that provides for the automation of the business processes of DFCS to assist in providing services to families and children in Mississippi. This application has been deployed in a production environment statewide since May 2001, and has been modified and enhanced extensively through the years. MACWIS was

RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010

designed to provide DFCS with accurate case information sufficient to maintain family centered practice in a service delivery system. MACWIS interfaces with numerous internal applications such as Child Support and Economic Assistance, and applications external to the agency such as Medicaid.

3.1 **MACWIS Environment and Application** - The current MACWIS System exists within a highly complex business and technology environment (see the workflow diagram provided in Attachment B).

3.2 **MACWIS Application Diagram** - The diagram below illustrates the conceptual technical architecture of the current MACWIS system.



3.3 **MACWIS Modules** - Since implementation, MACWIS has undergone numerous modifications. These modifications were necessitated due to changes in policies, regulations, Performance Improvement Plans (PIP), *Olivia Y.* lawsuit, legislative requirements as well as routine maintenance needs of such a large scale application. The complex rules that are specific to the organization of various divisions and agencies within the State have also led to various customizations. The key modules of the current MACWIS system are listed below:



*RFP No.: 3583*  
*Section VII: Technical Specifications*  
*Project No.: 37921*  
*Revised: 5/11/2010*

- **Workload module** provides workload management functions so that case workers can view their workload responsibilities and timeframes with the supervisors. Each case worker's workload consists of four major categories: Applications, Investigations, Service Cases, and Resource Cases. Assignments made to the case worker are displayed on the workload under the appropriate category. Bookkeepers for the county have an additional category on their workloads called County Finance. The counties assigned to this person as bookkeeper display under this category. Supervisors have those workers assigned to them for supervision on their workload. The Supervisor can view the worker's workload by clicking the plus sign by the worker's name, then clicking the plus sign by the particular category to be viewed.
- **Intake module** handles all the necessary rules, regulations and processes related to the intake of each new client. This is the entry point for Abuse, Neglect and Exploitation (ANE) Reports, Case Management Services, Intake and Referral (I&R) Referrals, Resource Homes and all other specialized custody cases. The Intake module contains an Intake log that displays all intakes for a particular county. There are several different filter criteria that can be used to narrow the search for a particular intake. There is also a Special Investigation log that is viewable only by those with special access. These are investigations involving high profile persons or employees or relatives of employees. The resource home studies, investigations, I&R and case management services (one-time payment services) are completed in the Intake module. Once approved, the resource home moves to the Resource module. If a case is opened from an investigation or other specialized custody intake, the case is moved to the Case module. There is also a function in intake that allows supervisors to transfer workers or workload from one person to another without having to do these one at a time. This is known as mass transfer.
- **Demographics module** provides entry for all persons involved in the various aspects of MACWIS and includes general demographic data. Demographic data such as name, date of birth, race, ethnicity and address can be entered along with employment history, military service and education history.
- **Case module** provides the necessary functionality to define, create, plan and manage services for each case that is managed by the Division. Service case information is stored in the case module. Case narratives, individual service plans, support services, placement information for foster children and support services provided are included in the case module along with other pertinent service case information.

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- **Court module** provides the functionality related to court interactions. Intake recommendations can be completed for each ANE intake that is screened in for investigation. Custody episodes can be recorded. Court hearings, county conferences and child support referrals can be tracked. Termination of parental rights information can be recorded in this module.
- **Eligibility module** provides the facility to manage the IV-E eligibility determination of each child in custody. Adoption Subsidies determination as well as Medicaid processing for adopted children is included in this module.
- **Finance module** provides all necessary functionality for financial management for requesting payments to Vendors and providers to include foster homes and other agencies as well as integration with other financial systems and banking facilities. County funds and state allotments are tracked in this module. Funds received by children in custody, such as child support or SSI, are tracked also. Requests for payment of support services for clients are made in the case module and are paid through the finance module. Case management one time payments are initiated in the intake module and paid through the finance module. Payment records for foster board payments are generated from the case module and paid through the finance module. Adoption subsidy payments are generated in the eligibility module and paid through the finance module.
- **Resource module** provides all functionality related to the maintenance and management of all Vendors and resource providers to the Division. All approved resource homes can be found in the resource directory. Facility license information for those licensed by MDHS is tracked in this module. Information on other placement resources not licensed by MDHS is also found in the directory. License renewals and changes for facilities and homes are tracked in this module. Information on Vendors for support service payment can be tracked in this module.
- **Personnel module** provides all functionality related to position assignments, position history, county designations, employee detail, training history, performance appraisal ratings, and county designations such as Regional Director or bookkeeper. Subordinates are assigned to supervisors in this module.
- **Reports module** contains a limited number of reports that provide employee statistics, such as the vacancy rate in each county. Batch reports are generated as scheduled on the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 22<sup>nd</sup>, and the last day of the month. Reports are run monthly/quarterly/yearly as specified.



- **System Administration module** provides Management Information Systems (MIS) with the ability to manage and administer different parts of the system. User security is maintained by adding new users, creating user IDs and setting passwords. State level role assignments are made such as state financial manager. Code tables are created and maintained. Ticklers, notices and alerts are added to the system in this module. Proxy and profile maintenance functions are also in this module. County and region information tables are created and updated here. Selective MACWIS support staff can view the workload of MACWIS users and have limited capabilities to maintain workers within the system. Certain staff such as Help Desk can view the workload of any MACWIS user. Management has access to the workload selection function that allows the user to view the workload of their subordinates.

3.4 **MACWIS Interfaces** - The MACWIS system is integrated with both internal and external systems through the use of file transfers as well as direct database access of other internal systems. Additional interfaces are currently in the planning stages based on federal requirements (such as the National Youth in Transition Database project – details listed below in the MACWIS data extractions section). One separate website exists that does not integrate with MACWIS but serves as an instrument for collecting needed information. MACWIS interfaces are included in Attachment D of this document. A detailed MACWIS Workflow Diagram is included in Attachment B of this document.

3.4.1 MACWIS interfaces with these key internal systems:

- Mississippi Applications Verification Eligibility Reporting Information and Control System (MAVERICS), for obtaining information regarding the demographics of persons who have been entered into the system via the intake function.
- Mississippi Enforcement and Tracking of Support System (METSS), for referrals of clients coming into the system and requiring support.

3.4.2 MACWIS interfaces with key external systems:

- Mississippi Statewide Automated Accounting System (SAAS)/MMRS (Mississippi Management Reporting System) is integrated for all fiscal activities involving payment disbursements to foster homes, and contracted facilities. This system also serves the collection of funds and warrant management. This interface occurs on a monthly basis.

RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010

- MMIS is the Medicaid Management Information System that MACWIS interacts with for establishing Medicaid eligibility. A file transfer is sent on a monthly basis from MACWIS to MMIS to for Medicaid-eligible children within the MACWIS system to become eligible within MMIS.
- Mississippi Youth Court Information Data System (MYCIDS) reports information on children who fall under the jurisdiction of the Youth Court. Mississippi Youth Court developed the DHS-MYCIDS Import Report application which connects to the MYCIDS server allowing users to view, print or save reports of cases imported into the MYCIDS system from the DHS-MYCIDS interface. The XML interface with MYCIDS occurs on a daily basis. Currently MYCIDS information is only gathered from two pilot counties.
- Family Preservation XML Import – DFCS works with two Vendors providing prevention services to families. The use of an XML interface specifically designed for Family Preservation Vendors provides a method for Vendor workers to input case narratives and support services from their systems into MACWIS via a weekly XML import.

#### 3.4.3 MACWIS Data Extractions for Federal Reporting to ACF

- Adoption Foster Care Reporting System (AFCARS) and National Child Abuse and Neglect Data System (NCANDS) are data extracts based on federal guidelines submitted to the federal government regarding children who are in foster care or who have been adopted in state child welfare agencies and is used for assessing the data quality and compliance of those agencies. DFCS submits AFCARS data extractions twice a year, March and November. DFCS submits NCANDS data extraction once a year in January.
- National Survey of Child and Adolescent Well Being (NSCAW) - To learn what happens to the children and families who come in contact with the child welfare system, the Children's Bureau of the Administration on Children, Youth and Families, U.S. Department of Health and Human Services, has undertaken NSCAW. DFCS submits to the federal government a data extraction based on federal NSCAW guidelines as requested.
- National Youth in Transition Database (NYTD) – To meet the law's mandate, ACF published a proposed rule in the Federal

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

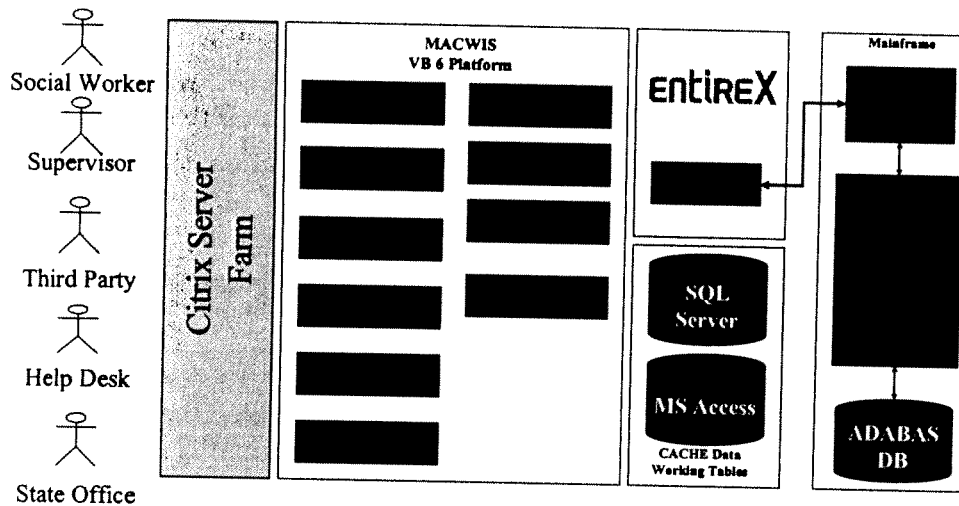
Register on July 14, 2006 and a final rule on February 26, 2008. The rule establishes the NYTD and requires that States engage in two data collection activities. First, the State is to collect information on each youth who receives independent living services paid for or provided by the State and transmit this information to ACF biannually. Second, the State is to collect demographic and outcome information on certain youth in foster care whom the State will follow over time to collect additional outcome information. This information will allow ACF to track which independent living services States provide and assess the collective outcomes of youth. States will have until October 1, 2010 to implement the rule at which time they must begin to collect data. The first submission of data to ACF will be due no later than May 15, 2011.

#### 3.4.4 Stand-alone Website

In October 2009 DFCS project Centralized Intake was implemented which changed the process of counties entering intake reports within MACWIS. One centralized hotline office now takes all report calls and enters the information into a stand-alone website designed specifically for this purpose. An automated email is generated to the county once the website report is completed. This website is a stand-alone instrument for collecting necessary information needed for data entry into the MACWIS system upon investigation of the reports.

- 3.5 **MACWIS Architecture** - The current implementation of the MACWIS architecture is based on the Client-Server architecture of the late nineties. The architecture of the current MACWIS system is based predominantly on the Visual Basic 6.0 platform with back-end access provided by the NATURAL/ADABAS databases. The current technology architecture is pictured below.

RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010



### 3.6 Key Characteristics of the Current MACWIS Technology Architecture

- The cornerstone of the architectural decision was to retain all of the information in centralized databases on the IBM Mainframe in ADABAS hierarchical databases. Direct access to this data store is not allowed.
- The ADABAS databases are accessed by implementing the data access logic in application programs implemented using NATURAL language programs. The NATURAL language programs are maintained on the mainframe, by NATURAL programmers and contain most of the business logic and business rules associated with the MACWIS system.
- Currently, six ADABAS databases support all of the DFCS business needs, serving different needs in the life cycle of the MACWIS application, such as test, development and production.
- The GUI front-end for the MACWIS system is implemented using Microsoft Visual Basic 6.0 platform and runs on Windows 2000 servers. The GUI front-end is not deployed on each desktop, but runs on 20 centralized servers and is accessed through the Citrix Metaframe technologies.
- Each user is equipped with a Wyse Thin Client workstation that connects with the Citrix servers using TCP/IP accessing MACWIS functions within a Citrix desktop visible to users.
- Each user is assigned a Microsoft Active Directory ID. Authentication and access to the MACWIS system is controlled through the Microsoft Active Directory settings. Once the user is authenticated, MACWIS maintains its own access control to provide role based access. Depending

on the system administration setup each user is assigned specific roles and has access to different modules.

- The Citrix Load Balancer and other associated software are used to control and manage the load on the Citrix systems.
- A localized and individual Microsoft Access database is used to keep information for caching purposes. The MS Access caching enables the MACWIS application to meet performance and response time requirements.
- MS SQL Server databases are used to house information for Reporting and GIS purposes. In the past Crystal Reports along with WebFocus were used to generate ad hoc reports from MACWIS. Some of these reports are currently utilized. Currently an upgrade of the WebFocus tool is in progress to allow only designated MACWIS users to create ad hoc reports as needed.
- The mainframe MVS NATURAL language data access modules are accessed through the Middleware systems provided by Software AG's EntireX product line.

### 3.7 **MACWIS Middleware Architecture**

A detailed description of the MACWIS middleware architecture is important to understand the impact of the current architecture on maintenance and extensibility. The middleware architecture is provided by the Software AG EntireX product line as well as the NATURAL/ADABAS backend databases. The architectural decision to centralize all the databases on the mainframe under ADABAS was a sound one, so that information was not replicated across several systems.

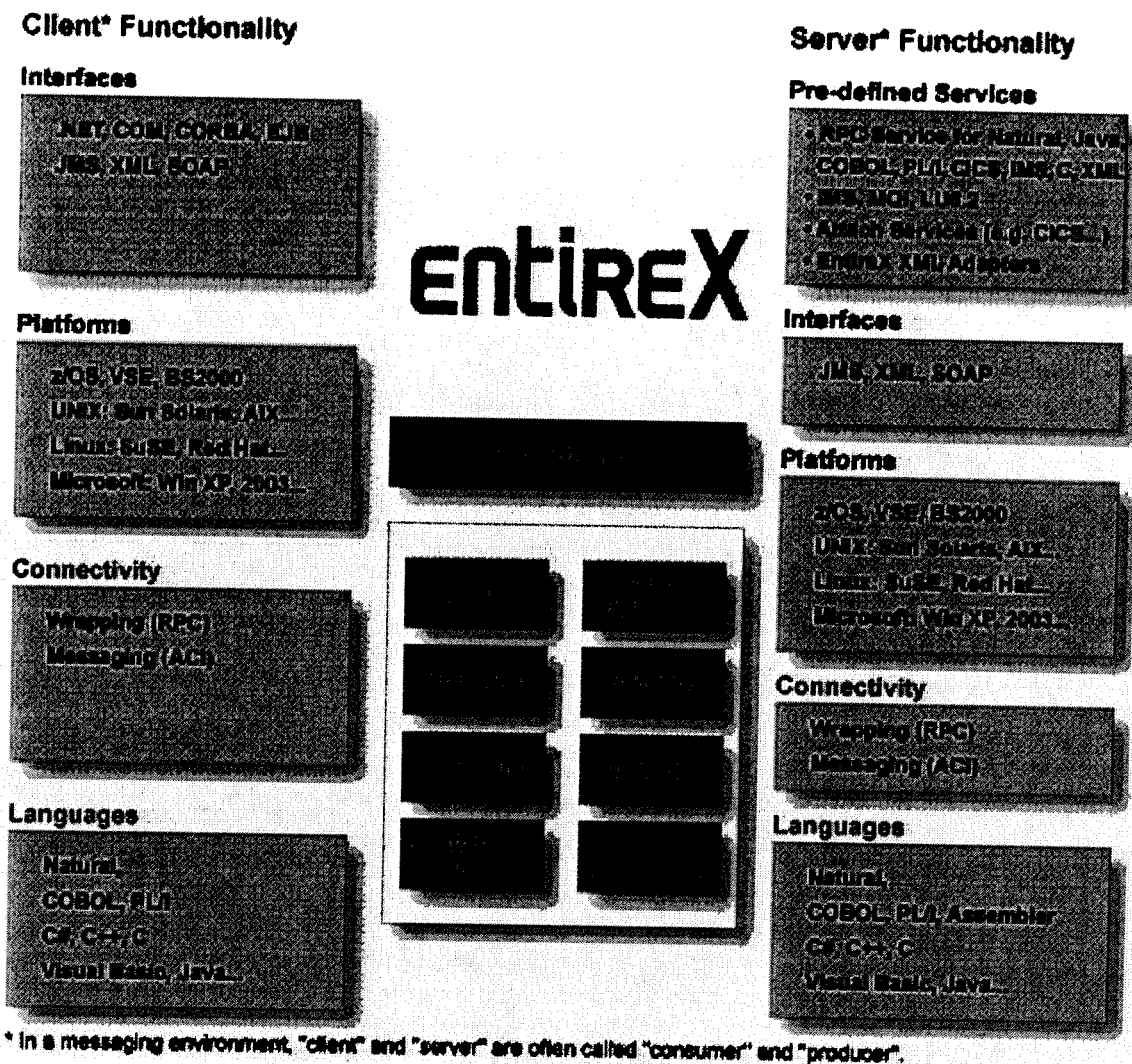
The EntireX system architecture is illustrated in the diagram below. The following middleware flow is used to integrate between the Visual Basic 6.0 (VB6) GUI platform and the mainframe databases. The VB6 applications use the COM/DCOM integration mechanism provided by the EntireX platform to communicate with the EntireX Broker. The EntireX Broker is configured to invoke the correct back end applications using the Broker components running on the mainframe. The Broker component on the mainframe invokes the data access modules implemented using the NATURAL language. The Broker performs the necessary data transformation between the Windows VB6 platform and the mainframe EBCDIC based platform by marshalling and un-marshalling data. The NATURAL language applications incorporate the business logic, the business rules and the data integrity mechanisms to provide the appropriate level of access to the backend ADABAS databases. Since



RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010

ADABAS databases are not relational, all referential and data integrity mechanisms are implemented in the NATURAL language applications.

This type of middleware architecture was conducive to the two-tier Client Server, thick client architecture that was popular during the initial days of the implementation of the MACWIS system. Further documentation on the EntireX architecture can be found at the <http://www.softwareag.com> website (see diagram below for EntireX architecture).



### 3.8 Additional Information

- Public financial information is available at the following link: <http://merlin.state.ms.us> (under the Public Access query section).



- MDHS' website URL is: <http://www.mdhs.state.ms.us>.
- State of Mississippi portal URL is: <http://www.mississippi.gov>.

### 3.9 ***Olivia Y. et al. v. Barbour Lawsuit/Settlement Agreement***

3.9.1 Mississippi Department of Human Services, Division of Family and Children's Services is currently under a Settlement Agreement (*Olivia Y. et al. v. Barbour* lawsuit) which was approved by a federal judge on January 4, 2008. MDHS/DFCS has five years to comply with all aspects of the court ordered settlement, including COA accreditation requirements detailed in the *Olivia Y* Settlement Agreement and Annual Implementation Plans. The MACWIS case management/data system will play an important role in the settlement agreement as new functionality and reporting must be added in order to collect, analyze, and report on all elements required by the settlement agreement. The Contractor will be expected by DFCS and the *Olivia Y* lawsuit defendants to include in the proposed solution recommendations relating to the content and schedule of the proposed settlement agreement implementation plan. The *Olivia Y* lawsuit Settlement Agreement and Annual Implementation Plans (Year I and II) details can be found on the MDHS website at the following link: <http://www.mdhs.state.ms.us/fcs.html>.

3.9.2 Based on Period II Implementation Plan, a "*comprehensive analysis of the MACWIS system and its ability to perform the computer functions required by section II.A.5.a. of the Settlement Agreement and for recommendations of remedial efforts necessary to enable MACWIS to perform those Settlement Agreement requirements*" is mandated. Page 7, Sections 5a-e of the Mississippi Settlement Agreement and Reform Plan.

3.10 **Federal Requirements** - Federal requirements are detailed in the ACF Feasibility Study Guide which will be utilized as a guideline for this project. Visit <http://www.acf.hhs.gov/programs/cb/systems/sacwis/cbguide> and <http://www.acf.hhs.gov/programs/cb/systems/index.htm#sacwis> for additional information.

RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010

4. **Procurement Project Schedule**

| <b>Task</b>  | <b>Date</b>                       |
|--|-----------------------------------|
| First Advertisement/Release Date for RFP                   | 7/27/10                           |
| Second Advertisement Date for RFP                          | 8/3/10                            |
| Deadline for Vendor's Written Questions                    | 3:00 p.m. Central Time on 8/13/10 |
| Deadline for Questions Answered and Posted to ITS Web Site | 8/31/10                           |
| Notification of Intent to Propose                          | 3:00 P.M. Central Time on 9/3/10  |
| Open Proposals   | 9/15/10                           |
| Evaluation of Proposals Begins (up to 5 weeks)             | 9/16/10                           |
| Optional Vendor Presentations (estimate)                   | 10/12/10 - 10/14/10               |
| ITS Board Presentation                                     | 11/18/10                          |
| Contract Negotiations Begin                                | 11/18/10                          |
| Project Start Date (estimate)                              | 1/1/11                            |

5. **RFP Guidelines/Statements of Understanding**

- 5.1 The use of the term "Contractor" in this RFP in most cases shall mean the Vendor that has been selected to provide the services requested in this RFP using the State's evaluation process through the execution of a contract.
- 5.2 Vendor must be aware that ITS and MDHS want to leverage investments in the current hardware, software and infrastructure where possible, and request that deviations from this infrastructure be documented as to why and what will be gained.
- 5.3 The Contractor must be prepared to sign a HIPAA Business Associate Agreement with MDHS.
- 5.4 The Contractor is solely responsible for the fulfillment of the contract with MDHS. The Contractor will assume responsibility for all tasks, goods, and services offered. MDHS will consider the Contractor to be the sole point of contact with regard to all contractual matters. The Contractor will be responsible for the entire contract performance whether or not subcontractors are used. All references in this RFP to the Contractor and Vendor should be construed to encompass both the Contractor or Vendor and any and all subcontractors.

- 5.5 The Vendor must be aware that the MACWIS re-design project may be completed in three parts (Part I - Analysis/Alternatives, Part II – System Development/Modification, and Part III - Quality Assurance). The Contractor along with its subsidiaries or subcontractors receiving the award for Part I will **not** be allowed to submit a proposal for Part II – System Development/Modification, but will be allowed to participate in Part III – Quality Assurance as described in Item 6 of this section (Section VII) provided this Contractor is not selected to provide the optional services identified in Item 6.4.10.
- 5.6 The Vendor must also be aware the Part I may be conducted in two phases (Phase I for analysis of the existing MACWIS system, and Phase II for the development of Independent Verification services RFP) as described in Item 6 of this Section; and the State, at the completion of Phase I may choose to discontinue the services of the Contractor. The State reserves the right to assess the project's direction, and decide whether to continue with the selected Contractor (if the Contractor has chosen to propose services for this phase), acquire services through other procurements, or discontinue any further work on the project.
- 5.7 MDHS shall be the sole source of contact for all matters relating to this project with all officials of United States Department of Health and Human Services (HHS), Administration of Children and Families (ACF). MDHS will keep appropriate federal officials informed of the progress of the project as provided in funding regulations.
- 5.8 Cost or Pricing Data - If DFCS determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Vendor's certification of current cost or pricing data, then such price or cost shall be reduced accordingly and this RFP must be modified in writing and acknowledged by the Contractor to reflect such reduction.
- 5.9 The Contractor must not commence any billable work until a valid contract has been fully executed by the parties and has been approved by the HHS/ACF. Subsequent to federal approval, the MDHS MACWIS Project Director will notify the Contractor in writing that work may commence.
- 5.10 At the State's option, all Vendors, or the top scoring Vendors may be requested to make an oral presentation, demonstration or discussion of their proposed solution for the purpose of clarification, confirmation, or to provide more detail on the materials presented in any part of the proposal. Vendor must be aware that:

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 5.10.1 The State is not required to request clarification. Therefore, all proposals must be complete and concise and reflect the most favorable terms available from the Vendor;
- 5.10.2 The project manager and other assigned key Vendor personnel must play a role in the presentation/demonstration/discussion;
- 5.10.3 All cost associated with this meeting will be solely the responsibility of the Vendor; and
- 5.10.4 The time and place of such presentations will be scheduled by the State to occur in Jackson, MS. The projected scheduled dates for presentations are Tuesday, October 12, 2010, through Thursday, October 14, 2010.
- 5.11 Vendors are requested to submit an "Intent to Propose" document to ITS by the date indicated in the project schedule in item 4 of this section (Section VII) indicating their intent to submit a proposal by the RFP due date and time. Please refer to the document in Attachment C, "Vendor Notification of Intent to Propose" for details.
- 5.12 The Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements that either his company or the proposed solution offers the customer that may provide a distinct added value to MDHS. In the event that MDHS and ITS agree that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration.
- 5.13 To be eligible to submit a proposal in response to this RFP, the Vendor must provide a statement of affirmation for each requirement as specified below:
  - 5.13.1 The Vendor has not been sanctioned by a state or federal government within the last 10 years. For any action or suit filed within the last 10 years, or any claim made by any party that might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Vendor's ability to perform, MDHS requires immediate notice in writing from the Contractor.
  - 5.13.2 The Vendor must have experience providing the type of services described in this RFP; and
  - 5.13.3 The Vendor must be able to provide each required component and deliverable as detailed in the Scope of Work.
- 5.14 Additional Proposal Submission Requirements

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 5.14.1 As stated in Section II, Proposal Submission Requirements, the Vendor must respond to the sections and the Attachments in the same order as the RFP, and must label and tab its responses to each section. Vendor should refer to Section II for instructions on how to respond. The State reserves the right to reject poorly completed proposals.
- 5.14.2 Proposals must be submitted in two parts: the functional/technical proposal and the cost proposal. The cost proposal will consist of Section VII, Items 12 - Cost Proposal, Item 13 - Change Order Rate, and Section VIII - the Cost Information Submission. The content of the functional/technical proposal will consist of all other sections of the RFP. The format must be in accordance with the instructions for submission outlined in Section II, and Section VII, Item 1 of this RFP.
- 5.14.3 The Vendor must include at the beginning of the technical/functional proposal a Transmittal Letter in the form of a standard business letter and must be signed by an individual authorized to legally bind the Vendor. It must include:
  - 5.14.3.1 A statement listing for verification, all addenda to this RFP issued by the State and received by the Vendor. If no addendum has been received, a statement to that effect must be included;
  - 5.14.3.2 A statement that the Vendor has sole and complete responsibility for the production of the deliverables defined in the RFP for the entire contract term, except those items specifically defined as the responsibility of the State;
  - 5.14.3.3 A statement confirming that the Vendor is registered to do business in Mississippi. The Vendor must provide its corporate charter number to work in Mississippi, if applicable;
  - 5.14.3.4 A statement that the Vendor's proposal shall remain valid for 180 business days after the closing date of proposal submission;
  - 5.14.3.5 A statement that no cost or pricing information has been included in this letter or any other part of the technical/functional (non-cost) proposal;

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 5.14.3.6 A statement that the Vendor agrees that any lost or reduced federal matching money as a result of unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in state payments to the Contractor;
- 5.14.3.7 A statement that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal;
- 5.14.3.8 A statement that the person signing this proposal certifies that he or she is the person in the Vendor's organization responsible for or authorized to make decisions concerning the prices quoted in the cost proposal;
- 5.14.3.9 If the use of a subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor stating:
  - 5.14.3.9.1 The general scope of work to be performed by the subcontractor; and
  - 5.14.3.9.2 The subcontractor's ability and willingness to perform the work indicated.
- 5.14.3.10 A statement naming any outside firms responsible for writing the proposal;
- 5.14.3.11 A statement agreeing that the Contractor and all subcontractors will sign the Drug Free Workplace Certificate (Attachment E);
- 5.14.3.12 A statement that the Vendor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest; and
- 5.14.3.13 If the proposal deviates from the detailed specifications and requirements of this RFP, the transmittal letter must identify and explain the deviations. The State reserves the right to reject any proposal containing such



*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

deviations or to require modifications before acceptance.

5.14.4 The Vendor must also include an Executive Summary to follow the Transmittal Letter that condenses and highlights the contents of the functional/technical proposal to provide the State with a summary (five pages or less) of the Vendor's qualifications and approach to meeting the RFP requirements.

5.14.5 Each Vendor, its subsidiaries, affiliates or related entities shall be limited to one proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Vendor's proposal. Submission of more than one proposal by a Vendor may result in the rejection of all proposals submitted.

## **6. Scope of Work**

### **6.1 General Requirements and Objectives**

6.1.1 This project (Part I) may be conducted in the following phases:

6.1.1.1 Phase I – The Contractor must conduct an analysis of existing MACWIS technical and functional requirements to determine which option MDHS should pursue from the following: modify the existing system(s), replace the existing system(s), transfer and modify SACWIS compliant system from another state, or propose an alternate option; and

6.1.1.2 Phase II – If the Contractor has chosen to propose the optional services and the State elects to use the services of the Phase I Contractor for this phase, the Contractor must develop the RFP to acquire the services of an Independent Verification and Validation (IV&V) Contractor for DFCS. As stated in Item 5.5, the Part I Contractor will not be allowed to participate in the proposal submission process for an IV&V Contractor. Vendors submitting response to this RFP and desiring to be considered for Part III – Quality Assurance, should not propose services to develop the RFP for the IV&V services described in Item 6.4.10.

6.1.2 The Contractor is responsible for analyzing and understanding the following:

RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010

- 6.1.2.1 Federal SACWIS requirements;
  - 6.1.2.2 State of Mississippi/MDHS/DFCS specific business requirements;
  - 6.1.2.3 DFCS business processes (automated and manual);
  - 6.1.2.4 MACWIS existing application, environment, architecture;
  - 6.1.2.5 MACWIS existing internal and external interfaces;
  - 6.1.2.6 The *Olivia Y* Settlement Agreement, Annual Implementation Plans, and applicable COA standards; and
  - 6.1.2.7 The 2010-2012 State of Mississippi Master Plan for Information Technology and the Technology Infrastructure and Architecture Plan located at: <http://www.its.ms.gov/docs/MS%20MasterPlan.pdf> and [http://www.its.ms.gov/docs/infrastructure\\_architecture\\_plan.pdf](http://www.its.ms.gov/docs/infrastructure_architecture_plan.pdf).
- 6.1.3 The Contractor will be required to identify the functional and technical requirements needed for an effective, accredited MACWIS case management/data system that meets the needs of DFCS staff by supporting DFCS business processes, and the requirements of the *Olivia Y* Settlement Agreement and COA requirements.
- 6.1.4 The Contractor will also be responsible for leading MDHS in the development of the requirements for an effective, accredited MACWIS system while satisfying the *Olivia Y* Settlement Agreement implementation plan and schedule.
- 6.1.5 The proposed solution must be capable of being easily modified to meet federal and state ever-changing child welfare legal and regulatory regulations requirements.
- 6.1.6 The Contractor will be responsible for conducting the research necessary to ensure MDHS is acquiring a web-based, technologically advanced system that will meet all required state and federal (SACWIS) mandates (including HIPAA and the requirements of the *Olivia Y* Settlement Agreement).
- 6.1.7 The Contractor will be required to work with the State to ensure that ACF standards and requirements are satisfied.

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 6.1.8 The Contractor must include a cost benefit analysis and risk assessment that meets ACF requirements. The analysis must address:
  - 6.1.8.1 HIPAA security rules;
  - 6.1.8.2 Costs of each alternative;
  - 6.1.8.3 The tangible benefits to the State; and
  - 6.1.8.4 The intangible benefits of each option.
- 6.1.9 The Contractor will be responsible for researching systems implemented by other states that have the potential for transfer and use by MDHS, in order to support the recommendations as outlined in Section 6.1.1.
- 6.2 Project Approach/Methodology and Management
  - 6.2.1 Using the information derived from the project specification, the Vendor must fully describe his company's proposed approach to satisfying the State's needs throughout this project. This approach must demonstrate the Vendor's project understanding, practicality, efficiency, resources and unique qualifications.
  - 6.2.2 The Contractor must perform all work in compliance with the Mississippi Uniform Commercial Code, departmental and IT procurement regulations, and must be in accordance with the provisions of 45 CFR Part 95 Subpart F as it relates to Automated Data Processing Equipment and Services.
  - 6.2.3 The Vendor must describe in the proposal submitted in response to this RFP, how it will provide analysis of DFCS' current capabilities and resources. In addition to studying the existing system and documentation, it is anticipated that this effort will also involve interviewing sufficient selected DFCS staff in 87 county offices within 13 state regions, MDHS MIS staff, MACWIS Staff, DFCS State Office Staff and other MDHS contractors in order to provide an analysis of MDHS' needs and capabilities concerning MACWIS and existing DFCS processes, both automated and manual. This group of staff should be representative of staff at all levels and all major business functions. (DFCS will provide technical and child welfare program resources from management level to field-staff level for interviews and detailed discussions on current practice, processes and policies.)

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 6.2.4 The proposed project approach and management must take into consideration the following conditions. The Vendor must provide detail in proposal submitted in response to this RFP on how each condition fits within the Vendor's project management and project approach:
  - 6.2.4.1 The Contractor will be required to work with MDHS and may be required to assist MDHS in meetings with ACF representatives;
  - 6.2.4.2 The Contractor will be responsible for working with the State Project Team;
  - 6.2.4.3 The Contractor will report to a State Project Manager. A member of the State Project Team will serve as the State Project Manager and will function as the day-to-day contact for the Contractor for the duration of this initial project. The State Project Manager will be responsible for managing:
    - 6.2.4.3.1 Communications with Contractor;
    - 6.2.4.3.2 Meetings (scheduled as needed with appropriate State representation);
    - 6.2.4.3.3 Issues, risks, and MDHS and Clients concerns;
    - 6.2.4.3.4 Project deadlines; and
    - 6.2.4.3.5 Obtaining deliverable sign-offs.
  - 6.2.4.4 The Contractor will provide written status reports to the State Project manager on a weekly basis. All reports must be provided in hard copy and electronically. All reports must be produced using the Microsoft Office Suite of products and Microsoft Project.
- 6.2.5 Vendor must fully describe his company's proposed project management plan for satisfying the State's needs throughout this project to include the following:
  - 6.2.5.1 Project control;
  - 6.2.5.2 Manpower and time estimating methods;

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 6.2.5.3 Sign-off procedures for completion of all deliverables and major activities;
- 6.2.5.4 Management of performance standards, milestones and/or deliverables;
- 6.2.5.5 Assessment and management of project risks;
- 6.2.5.6 Anticipated problems such as loss of key personnel or loss of technical personnel;
- 6.2.5.7 Internal quality control monitoring; and
- 6.2.5.8 Problem identification and resolution.

6.3 Project Work Plan

- 6.3.1 The Vendor must include in the proposal submitted in response to this RFP, a preliminary work plan/schedule for the proposed services, which identifies the Contractor's concept of the work activities that must occur, responsibilities of the Contractor and the state project team, and deliverables that will be produced. Specifically, the following items must be included:
  - 6.3.1.1 A detailed work plan and schedule for all tasks, sub-tasks and deliverables required from beginning to completion of the project;
  - 6.3.1.2 Individual tasks and deliverables by project phase;
  - 6.3.1.3 All critical path and dependency tasks; and
  - 6.3.1.4 Responsibilities and person-hour estimates of effort for each deliverable and work activity, showing the Contractor and state team effort separately.
- 6.3.2 The Vendor must document, in detail, all assumptions made during the preparation of the proposal that impacted the proposal, including but not limited to, assumptions regarding state participation in the project, and other resources available.
- 6.3.3 The initial plan must include a detailed narrative description and calendar-based Gantt charts that summarize the level of effort for the entire project including any due dates, plans, reports, quality assurance checkpoints, and milestones.

RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010

- 6.3.4 The Vendor must define the anticipated timelines and estimated completion dates for the project deliverables within each phase in the initial work plan submitted with the Vendor's response.
  - 6.3.5 The timeline must clearly specify the timeframes required for each task to verify that the Contractor can complete all requirements in **Part I – Analysis/Alternatives** under this contract within 12 months of contract execution as required in the *Olivia Y* Settlement Agreement.
  - 6.3.6 The Contractor will be required to submit a revised, mutually agreed upon project work plan after final contract negotiations. The Contractor must submit the revised project work plan no later than fifteen (15) business days after the contract begin date. The State shall review and comment on the plan within ten (10) business days. The final Project WorkPlan must be provided five (5) business days following the receipt of the comments from the State.
- 6.4 Major Tasks and Deliverables
- 6.4.1 Prior to beginning work on any deliverable, the Contractor must submit a detailed outline, format example, and description of the deliverable. The State will review and approve the deliverable content and format, or provide any requested changes to the Contractor, within 3 to 15 working days, dependant on the complexity and/or size of the deliverable.
  - 6.4.2 The State Project Team will formally review and approve each deliverable prior to acceptance and payment for a major task or phase. The Contractor must be willing to conduct any walk-through of deliverables should this be desired by the project team to fully understand the deliverable's content.
  - 6.4.3 All deliverables identified within a project phase or task must be completed and approved by the State before the project phase or task will be considered complete.
  - 6.4.4 The State Project Team must formally review the content of and approve each Contractor deliverable prior to final payment for a major task or project phase.
  - 6.4.5 The Contractor must provide one copy of all deliverables in both hardcopy form and on electronic media using Microsoft Office Suite of products and Microsoft Project as appropriate. The



Contractor must provide final copies of all deliverables to the State Project Manager in electronic format at the conclusion of the project.

6.4.6 The Contractor must prepare and deliver a final Project Report no later than one month after the completion of the project. This report must critique the effectiveness of the overall project, and any recommendations for follow-up activities.

6.4.7 The Vendor must propose a set of deliverables by phase to include the following minimum items. The Vendor's proposed deliverables are not limited to the items identified below:

6.4.7.1 Project Workplan

6.4.7.2 Project management plan

6.4.7.3 Project final report

6.4.7.4 Documented business rules

6.4.7.5 Detailed Requirements Analysis Document that includes:

6.4.7.5.1 Process narrative

6.4.7.5.2 Process Flows

6.4.7.5.3 GAP Analysis

6.4.7.5.4 Data elements

6.4.7.5.5 Data Model/Entity Relationship Diagram

6.4.7.5.6 External interfaces

6.4.7.6 Functional reference document of the current system

6.4.7.7 Technical reference document of the current system

6.4.7.8 Reference document incorporating desired functional and technical recommendations

6.4.7.9 Functional specifications

6.4.7.10 Program specifications

6.4.7.11 Database specifications

RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010

- 6.4.7.12 Data Dictionary
- 6.4.7.13 System documentation
- 6.4.7.14 Capacity Plan and Network Requirements
- 6.4.7.15 List of technical requirements, including any applicable federal standards/guidelines, *Olivia Y.* lawsuit requirements, and COA requirements
- 6.4.7.16 Backup and Recovery Plan
- 6.4.7.17 Disaster Recovery Plan
- 6.4.7.18 Prioritized interim business process recommendations and/or quick fix suggestions for MACWIS
- 6.4.7.19 High-level SACWIS requirements document
- 6.4.7.20 Summary report of alternatives
- 6.4.7.21 Course-of-Action recommendations
- 6.4.8 Phase I Requirements
  - 6.4.8.1 Contractor must conduct a detailed analysis of current MACWIS processes, including the sources, types, and amounts of information for inclusion in a Detailed Requirement Analysis Document.
  - 6.4.8.2 This analysis must include a detailed review of all day-to-day processes of all functional areas to include the following minimum areas:
    - 6.4.8.2.1 Intake
    - 6.4.8.2.2 Demographics
    - 6.4.8.2.3 Workload Management
    - 6.4.8.2.4 Case Management
    - 6.4.8.2.5 Court
    - 6.4.8.2.6 Eligibility
    - 6.4.8.2.7 Finance
    - 6.4.8.2.8 Resource Provider Management

RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010

- 6.4.8.2.9 Federal and State Reporting
- 6.4.8.2.10 Personal and Training
- 6.4.8.2.11 System Administration and Security
- 6.4.8.2.12 Foster Care, Permanency and Adoption
- 6.4.8.2.13 DFCS Policy
- 6.4.8.2.14 Archive, Backup and Disaster Recovery
- 6.4.8.2.15 Reporting requirements pursuant to the *Olivia Y* lawsuit
- 6.4.8.3 The process study must address the inter-relationships among the divisions and offices in terms of services offered.
- 6.4.8.4 The Contractor must provide all business requirements included in, but not limited to, the following categories: Functional (processes or business functions and sub-functions), Informational (data), Performance, and Constraining.
- 6.4.8.5 The Contractor must analyze and understand the relationship of the existing interfaces with the external resources (see the table in Attachment D. The Contractor must provide, at a minimum, the following deliverables:
  - 6.4.8.5.1 Definitions of data integration points;
  - 6.4.8.5.2 Detailed list of technical requirements, and any applicable standards/guidelines, *Olivia Y* lawsuit deliverables, or COA requirements; and
  - 6.4.8.5.3 Future system interfaces based on the analysis of business processes.
- 6.4.8.6 The Contractor must analyze existing content to eliminate redundant information.
- 6.4.8.7 The Contractor must conduct a gap analysis to identify functions that are lacking as required by the *Olivia Y* lawsuit, COA, federal standards/guidelines

RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010

(SACWIS) and HIPAA. The Vendor must describe in the proposal submitted in response to this RFP, how this analysis will be conducted. This analysis must include, at a minimum, the following:

- 6.4.8.7.1 A Description of the required functional processes not supported by the current system;
- 6.4.8.7.2 Data elements not captured by the current system;
- 6.4.8.7.3 Reporting requirements pursuant to the *Olivia Y* lawsuit, COA, and federal standards/guidelines; and
- 6.4.8.7.4 Any additional report definitions.
- 6.4.8.8 The Contractor must provide business process improvement recommendations wherever beneficial in a manner that markedly enhances the efficiency of operations while utilizing the required technology of this project.
- 6.4.8.9 The Contractor must make a recommendation and provide justification on which of the following options DFCS should pursue based on the results of the analysis performed in the phase:
  - 6.4.8.9.1 Replacement of the existing system;
  - 6.4.8.9.2 Modifications of the existing system;
  - 6.4.8.9.3 Transfer and customization of SACWIS compliant application from another state; or
  - 6.4.8.9.4 Other recommendation.
- 6.4.8.10 This analysis must include a cost benefit analysis and risk assessment that meets ACF requirements. DFCS is specifically interested in, and requests assistance from the Contractor in identifying the costs of each alternative, the tangible benefits to the State, and the intangible benefits of each.

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 6.4.8.11 The Contractor must document the benefits associated with any recommended process re-design.
- 6.4.8.12 The Contractor must document the implications associated with re-design (such as training implications, organizational/management impact, physical impact (equipment, forms, etc.), legacy system, and financial impact).
- 6.4.8.13 The Detailed Requirements Analysis Document (see the requirements in 6.4.10) must provide sufficient input to develop the RFP for Part II – System Development/Modification of this project.
- 6.4.9 The Vendor must include in the proposal submitted in response to this RFP, examples of the following work products in order for the State to assess the quality and detail of work from previous projects. These examples should include:
  - 6.4.9.1 Process flows;
  - 6.4.9.2 Process narrative;
  - 6.4.9.3 Requirement Analysis Document;
  - 6.4.9.4 GAP Analysis; and
  - 6.4.9.5 Cost Benefit Analysis.
- 6.4.10 Optional Phase II Requirements - Vendors submitting a response to this RFP and desiring to be considered for Part III – Quality Assurance, should not propose services to develop the RFP for the IV&V services, but must respond to all other sections of this RFP. Vendors not wanting to provide IV&V services in Part III may respond to these items (6.4.10). However, the Vendor must be aware that the State may choose not to have the selected Contractor provide the services in this Phase. Pricing for this phase must be itemized as a separate item in Section VIII, Cost Information Submission:
  - 6.4.10.1 The Contractor will be responsible for preparing the RFP for the services of an Independent Verification and Validation Contractor (IV&V) for quality assurance based on the solution selected for implementation by MDHS.

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 6.4.10.2 The Contractor will be responsible for working with DFCS to define all functional, technical, and personnel requirement for the IV&V Contractor.
- 6.4.10.3 The Contractor must provide DFCS with examples of the Scope of Work and Technical Requirement Section from their most recent RFP for the procurement of a similar solution.

**7. Location of Work**

- 7.1 MDHS will provide adequate office space, equipment, and network connectivity for onsite Contractor and Subcontractor(s) staff members in Jackson, Mississippi for the purpose of performing their assigned duties. These accommodations include, but are not limited to, sufficient work space and resources, as well as limited access to the agency's network. If it is determined additional resources are necessary to complete the assigned work, these resources must be approved by MDHS before they can be used.
- 7.2 With the permission of MDHS, certain work can be performed at the Contractor's site if it can be demonstrated that the off-site work provides a savings to the State, and the work done offsite does not interfere with or slow the progress of the project, or reduce the quality of the work product(s).
- 7.3 MDHS will provide the customary and reasonable office resources and other office supplies that are used in everyday operations.
- 7.4 MDHS will provide access to the agency's phone system. Long distance service will not be provided. The Contractor will be responsible for providing any long distance service needed for his proposed staff.
- 7.5 MDHS agrees to provide the Contractor and its Subcontractor(s) with access to the agency computer network for internet usage only. The Contractor must use its own laptops and inform MDHS of the user's name and the make and model of the laptops that will be used. MDHS will control access to the internet on these laptops and reserves the right to restrict access at any time if it is deemed that a breach in security has occurred. State Office access will be restricted to normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. In the case of office closure due to state holidays or non working hours, the Contractor and Subcontractor(s) must seek approval from MDHS to be on site. If approval is granted, a staff person from MDHS must be available to assist and monitor work done by the Contractor and Subcontractor(s).



**8. Vendor Qualifications**

8.1 The Vendor must provide in the proposal a description of its organization. This description must contain all pertinent data relating to the Vendor's experience, organization, and personnel that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein. The detail must include the following minimum requirements:

**8.2 Corporate Experience**

8.2.1 The Vendor must provide information on the Vendor's background and experience with child welfare case management/data system implementations. This experience must include knowledge of child welfare programs and policies.

8.2.2 The Vendor must include in the proposal, a list of all current or recent Department of Human Services, or related projects for state-level human services or child welfare agencies. The time frame to be covered should begin, at a minimum, in January 2005 through present date.

8.2.3 The Vendor must have experience and an understanding of state and local government contracting and be responsive to its unique requirements.

8.2.4 The Vendor must have experience in projects dealing with system analysis and case management. The degree of this experience will be weighted in the scoring methodology. Firms having experience with child welfare case management/data systems will be given the highest rating.

8.2.5 The Vendor must list any clients with whom it have ended its business relationship within the past three (3) years and provide an explanation. Vendor must include a full address, contact person, title, e-mail address, and telephone number for each client.

**8.3 Organization Size and Structure**

8.3.1 The Vendor must describe the organizational size and structure, and state whether the Vendor is based locally, regionally, nationally, or internationally as well as its relationship to any parent firms, sister firms or subsidiaries.

8.3.2 The Vendor must provide:

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 8.3.2.1 The location of his/her principal office;
- 8.3.2.2 The number of executive and professional personnel employed at this office;
- 8.3.2.3 The total number of employees company-wide;
- 8.3.2.4 The location of the place of performance of this proposed contract;
- 8.3.2.5 The date of establishment;
- 8.3.2.6 The State for which the company is incorporated;
- 8.3.2.7 Performance history and reputation;
- 8.3.2.8 Current products and services; and
- 8.3.2.9 Professional accreditations pertinent to the services provided by this RFP.
- 8.3.3 The Vendor must indicate what percentage of revenue and expense is represented in the company by this line of business as proposed.
- 8.3.4 The Vendor must describe other lines of business in addition to this line of business for which his company is engaged (indicate approximate percentages).
- 8.3.5 The Vendor must provide a copy of the most recent three annual reports, and a report of an independent auditor's opinion of the financial stability of the firm. Financial statements should include the following:
  - 8.3.5.1 Auditor's report,
  - 8.3.5.2 Balance sheet,
  - 8.3.5.3 Income statement,
  - 8.3.5.4 Statement of cash flow,
  - 8.3.5.5 Notes to financial statements, and
  - 8.3.5.6 Summary of significant accounting policies.

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

8.3.6 The Vendor must document its organization's affiliations through any fiduciary ownership or partnership relationship with any insurance company or third party administrator.

8.4 Background Information about Subcontractors - The Vendor must provide the same information as above for each subcontractor whom the Vendor proposes to perform any of the functions under this RFP.

9. **Project Organization and Staffing**

9.1 The Vendor must propose an adequate level of staffing to plan for the successful completion of the project in the required time frame. Staffing for the project must include those individuals as proposed. The Vendor must provide in the proposal:

9.1.1 A project manager assigned to DFCS for the duration of the project that will serve as the statewide leader. The Vendor must also provide the name of the supervisor of the assigned project manager.

9.1.2 The name and title for all key personnel (executive and professional) proposed for this project and state their duties and responsibilities.

9.1.3 A list of other projects to which the key personnel is assigned and the time allocated for each project;

9.1.4 The anticipated roles of personnel during all phases of the contract. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the contract, should be included; and

9.1.5 An estimate of the staff-hours by major task(s) to be provided and proposed positions.

9.2 The Vendor must provide an organization chart of key staff proposed for this project. The organization charts must show:

9.2.1 Proposed organization and staffing during each phase as described in the RFP; and

9.2.2 Full-time, part-time and temporary status of all employees.

9.3 To provide consistency and continuity of project personnel, all key personnel identified in the Vendor's proposal must be committed to the project for the duration of the project. No changes of personnel will be made by Vendor

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

without prior written consent of the State, as stated in Article 36, Personnel Assignment Guarantee, in the Standard Contract in Attachment A.

- 9.4 The Vendor must provide the services of one or more subject matter experts on health and human services systems.
- 9.5 All individuals proposed must be proficient in written and spoken English.
- 9.6 Resumes and references for all key personnel assigned to this project must be included. Representative/non-key staff credentials will not be accepted for the Contractor's key positions. MDHS reserves the right to approve all individuals assigned to this project. Resumes must be submitted based on the following:
  - 9.6.1 Experience narratives may be attached to the resumes describing specific experience with the type service to be provided by this RFP.
  - 9.6.2 Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP:
    - 9.6.2.1 Experience working with Department of Human Services projects/programs, or other state-level human services and child welfare agencies;
    - 9.6.2.2 Case management systems;
    - 9.6.2.3 Knowledge of child welfare policies and practices;
    - 9.6.2.4 RFP development; and
    - 9.6.2.5 Writing Advance Planning Documents under ACF guidelines.
  - 9.6.3 Resumes of proposed managers and subject matter experts shall include:
    - 9.6.3.1 Experience in managing large-scale contractual services projects;
    - 9.6.3.2 Other management experience; and
    - 9.6.3.3 Supervisory experience including details and number of people supervised.
  - 9.6.4 Resumes must include relevant education and training, including college degrees, dates of completion, and institution name and

address; and professional credentials, including any degrees, licenses and relevant continuing education.

9.6.5 Resumes must include at least three (3) references that can be contacted to verify the individual's qualifications and experience.

9.6.6 Resumes should list the following information for each project reference provided by individual. Current MDHS staff must not be submitted for any reference for the above requirements:

- 9.6.6.1 Company name;
- 9.6.6.2 Immediate supervisor's name;
- 9.6.6.3 Immediate supervisor's title;
- 9.6.6.4 Supervisor's telephone number;
- 9.6.6.5 Supervisor's fax number;
- 9.6.6.6 Supervisor's e-mail address;
- 9.6.6.7 Duration of project;
- 9.6.6.8 Individual's role in the project; and
- 9.6.6.9 Reason the individual left the project.

9.6.7 Non-Key/Support Staff

- 9.6.7.1 The Vendor must outline in the proposal, specific plans for using additional resources; and
- 9.6.7.2 The Vendor should also address plans for the longevity of staff in order to allow for effective MDHS/DFCS support.

## 10. Additional Terms and Conditions

10.1 This section includes additional terms and conditions that will serve as a basis for negotiating or will be included in the contract resulting from this RFP. By submitting a proposal, Vendors are agreeing to include these provisions in any resulting contract unless exceptions and alternative language are clearly identified as specified in Section IV, "Legal and Contractual Information", Item 1 of this RFP. The State anticipates that additional provisions mutually agreed to by the Contractor and MDHS will be included in the Contract to reflect agreements with the selected Contractor's base proposal submission

and subsequent negotiations. A standard contract is also attached as Attachment A.

- 10.2      **Performance Standards/Actual Damages/Liquidated Damages** – the State reserves the right to assess actual or liquidated damages, upon the Contractor’s failure to provide timely services required pursuant to this contract. Actual or liquidated damages for failure to meet specific performance standards as set forth in the scope of work may be assessed as specifically set forth in each performance standard. The Contractor shall be given 15 days notice to respond before DFCS makes the assessment. The assessments will be offset against the subsequent monthly payments to the Contractor. Assessment of any actual or liquidated damages does not waive any other remedies available to DFCS pursuant to this contract or state or federal law. If liquidated damages are known to be insufficient then DFCS has the right to pursue actual damages. If the Contractor’s failure to perform satisfactorily exposes DFCS to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services and retainage, DFCS may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. If costs are incurred, DFCS shall account to the Contractor and return any excess to the Contractor. If the retainage is not sufficient, the Contractor shall immediately reimburse DFCS the difference or DFCS may offset from any payments due the Contractor.

10.3      **Stop Work Order**

- 10.3.1      DFCS Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to an extension. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allowable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within an extension to which the parties shall have agreed, the Contract Administrator shall either:

10.3.1.1      Cancel the stop work order; or

10.3.1.2      Terminate the work covered by such order as provided in the “Termination for Default.



*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 10.3.2 If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, only if:
  - 10.3.2.1 The stop work order or extension results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - 10.3.2.2 The Contractor asserts a claim for such an adjustment within 30 days after the end of the stop work order or extension.

10.4 Procedure on Termination

- 10.4.1 Contractor Responsibilities - Upon delivery by certified mail, return receipt requested, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:
  - 10.4.1.1 Stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - 10.4.1.2 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;
  - 10.4.1.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - 10.4.1.4 Deliver to DFCS within the time frame as specified by DFCS in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DFCS;

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 10.4.1.5 Complete the performance of the work not terminated by the Notice of Termination;
  - 10.4.1.6 Take such action as may be necessary, or as DFCS may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DFCS has or may acquire an interest;
  - 10.4.1.7 Fully train DFCS staff or other individuals at the direction of DFCS in the operation and maintenance of the process;
  - 10.4.1.8 Promptly transfer all information necessary for the reimbursement of any outstanding claims;
  - 10.4.1.9 Complete each portion of the Turnover Phase after receipt of the Notice of Termination; and
  - 10.4.1.10 Proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause. The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DFCS or its designated Contractor following termination of the contract for any reason.
- 10.4.2 MDHS/DFCS Responsibilities
- 10.4.2.1 Except for Termination for Contractor Default, DFCS will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DFCS. The Contractor shall be reimbursed for partially completed deliverables at a price commensurate with actual cost of performance. In the event of the failure of the Contractor and DFCS to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this RFP, DFCS shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.
  - 10.4.2.2 The Contractor shall have the right of appeal, as stated under Disputes (See also Article 21 of the Standard

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

Contract in Attachment A) from any such determination made by DFCS.

10.5 Right to Inspection

- 10.5.1 MDHS/DFCS, the Mississippi Department of Audit or any other auditing agency prior-approved by DFCS, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed.
- 10.5.2 The Contractor must provide access to all facilities and assistance for DFCS representatives.
- 10.5.3 All inspections and evaluations shall be performed in such a manner as will not unduly delay work.
- 10.5.4 Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract.
- 10.5.5 All audits performed by persons other than DFCS staff will be coordinated through DFCS and its staff.

10.6 Licenses, Patents and Royalties

- 10.6.1 The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software. The Contractor, without exception, shall indemnify, save, and hold harmless DFCS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon MDHS' alteration of the article. MDHS will provide prompt written notification of a claim of copyright or patent infringement. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for MDHS the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives is reasonably available, the Contractor agrees to take back the article and refund the total amount MDHS has paid the Contractor under this contract for use of the article.

RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010

- 10.6.2 If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 10.6.3 The United States Department of Health and Human Services Administration for Children and Families reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications, and documentation developed with federal financial participation.
- 10.7 **Contract Variations** - If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both DFCS and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.
- 10.8 **Headings** - The headings used throughout this section are for convenience only and shall not be resorted to for interpretation of the contract.
- 10.9 **Independent Contractor**
- 10.9.1 It is expressly agreed that the Contractor is an independent Contractor performing professional services for MDHS and is not an officer or employee of the State of Mississippi or MDHS. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor and MDHS.
- 10.9.2 The Contractor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Contractor default on these or other responsibilities jeopardizing the Contractor's ability to perform services effectively, MDHS, in its sole discretion, may terminate this contract. The Contractor shall not purport to bind MDHS/DFCS, its officers or employees nor the State of Mississippi to any obligation not expressly authorized herein unless MDHS has expressly given the Contractor the authority to do so in writing.
- 10.9.3 The Contractor shall give MDHS immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to the contract or which may impact the Contractor's ability to perform. No other agreements of any kind may be made

*RFP No.: 3583*  
*Section VII: Technical Specifications*  
*Project No.: 37921*  
*Revised: 5/11/2010*

by the Contractor with any other party for furnishing any information or data accumulated by the Contractor under the contract or used in the operation of this program without the written approval of MDHS. Specifically, MDHS reserves the right to review any data released from reports, histories, or data files created pursuant to this Contract. In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or the Department of Human Services except within the confines of its role as a Contractor for the Department of Human Services. MDHS' approval must be received in all instances in which the Contractor distributes publications, presents seminars, presents workshops, or performs any other outreach. The Contractor shall not use MDHS / DFCS' name or refer to the contract directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from MDHS.

#### 10.10 Conflict of Interest

10.10.1 No official or employee of MDHS and no other public official of the State of Mississippi or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute grounds for termination of this contract. In addition, such violation will be reported to the State Ethics Commission, Attorney General, and appropriate federal law enforcement officers for review.

10.10.2 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interests shall be employed including subsidiaries or entities that could be misconstrued as having a joint relationship, and to employment by the Contractor of immediate family members of MDHS providers.

#### 10.11 Employment Practices and Compliance Issues

10.11.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, or disability. The Contractor must act affirmatively to guarantee that

RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010

employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability. Such action shall include, but is not limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 10.11.2 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification or requirement.
- 10.11.3 The Contractor shall comply with:
  - 10.11.3.1 The non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60;
  - 10.11.3.2 The Contractor shall comply with related state laws and regulations, if any; and
  - 10.11.3.3 The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations there under, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended, and the Mississippi Human Rights Act of 1977.
- 10.11.4 If MDHS finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.



*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

- 10.11.5 Unless otherwise provided herein, the contract price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. MDHS makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.
- 10.11.6 The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.
- 10.11.7 The Contractor must verify that all work supports the HIPAA Security Rules.
- 10.11.8 The Contractor shall use its best efforts to make certain that its employees and agents, while on MDHS premises, shall comply with site rules and regulations.
- 10.11.9 Environmental Protection
  - 10.11.9.1 The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (45 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.
  - 10.11.9.2 The Contractor shall report violations to the applicable grantor federal agency and the U. S. EPA Assistant Administrator for Enforcement.
- 10.11.10 Lobbying
  - 10.11.10.1 The Contractor certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 10.11.10.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying," in accordance with its instructions. This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed under Title 31, Section 1352, U.S. Code. Failure to file the required certification shall be subject to civil penalties for such failure. The Contractor shall abide by lobbying laws of the State of Mississippi.
- 10.11.11 Bribes, Gratuities and Kickbacks - The receipt or solicitation of bribes, gratuities and kickbacks are strictly prohibited. No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this contract. No individual employed by the State of Mississippi shall be permitted any share or part of this contract or any benefit that might arise there from. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
- 10.12 **Risk Management** - The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by MDHS, or imposition of penalties by MDHS.
- 10.13 **Worker's Compensation** - The Contractor shall take out and maintain, during the life of this contract, workers' compensation insurance for all employees employed at the project in Mississippi. Such insurance shall fully comply with the Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the

*RFP No.: 3583  
Section VII: Technical Specifications  
Project No.: 37921  
Revised: 5/11/2010*

Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.

**11. Payment Information**

- 11.1 Payment will be made upon successful completion and written acceptance by ITS of deliverables as described by the Contractor in the State-approved Project Plan. The amount payable to the Contractor under this contract must be on a monthly basis. Contractor shall submit an invoice and progress report, to include any required deliverables, to MDHS for payment. Such invoice shall provide a description to sufficiently support payment by MDHS.
- 11.2 The Contractor must propose a method of payment that ties his payment to a tangible deliverable identified in the Contractor's Project Work Plan and agreed upon in final contract negotiations.
- 11.3 The payment for each major deliverable identified by the Contractor in the Project Work Plan from project beginning to completion shall be a contractually agreed amount minus a twenty percent (20%) retainage. The sum of payments will total the fixed costs for each Phase, as itemized in the Contractor's cost proposal. The retainage will be paid after the project has been completed and accepted by the State.

**12. Cost Proposal**

- 12.1 The Vendor must specify all costs associated with this project. The Vendor must propose a fixed amount for all services requested in this RFP including professional services, implementation costs, software support cost, training, customization, and any travel, subsistence or lodging costs. A fixed price proposal must be submitted for services in Part I, Phases I and II using the table in Section VIII, Cost Information Submission.
- 12.2 The Vendor must base this proposal in terms of a schedule of deliverable(s) and associated payment(s) for the State's consideration for this project's completion.

**13. Change Order Rate**

- 13.1 Vendor must submit, in Section VIII, Cost Information Summary, Table 2 an hourly rate, or rate schedule for performing any Change Orders requested by the State.
- 13.2 Vendor must submit a fully-loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully-loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.

- 13.3 Contractor staff related travel expenses as required and approved by the State for a Change Order must be invoiced at the fully-loaded rate (or less) since travel expenses will not be reimbursed. Change Order hours for any Contractor staff where travel is not required or approved by the State must be invoiced at the base rate (or less).

**14. Proposal Evaluation Methodology**

- 14.1 An Evaluation Team composed primary of ITS and MDHS personnel will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals. The Evaluation Team will use categories to score all proposals based on the following:

| <b>Categories</b>   | <b>Maximum Value</b> |
|---|----------------------|
| General Requirements and Objectives/Project Approach/Methodology and Management | 15 Points            |
| Project Work Plan   | 20 Points            |
| Vendor Qualifications and Staffing  | 25 Points            |
| Value -Add  | 5 Points             |
| Lifecycle Cost  | 35 Points            |
| Change Order Rate   | 5 Points             |
| <b>Total</b>  | <b>105 Points</b>    |

- 14.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 14.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 14.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

14.2 The evaluation will be conducted in four stages as follows:

14.2.1 Stage1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

14.2.2 Stage 2 – Technical/Functional Evaluation (all requirements excluding cost)

14.2.2.1 Technical/Functional categories and maximum point values are as follows:

| <b>Technical/Functional Category</b>  | <b>Maximum Value</b> |
|---|----------------------|
| General Requirements and Objectives/Project Approach/Methodology and Management | 15 Points            |
| Project Work Plan   | 20 Points            |
| Vendor Qualifications and Staffing  | 25 Points            |
| Value -Add  | 5 Points             |
| <b>Total</b>  | <b>65 Points</b>     |

14.2.2.2 Proposals scoring less than 80% of the available technical/functional points (all non-cost requirements) exclusive of evaluation points for cost and added value may be eliminated from further consideration.

14.2.3 Stage III – Cost/Change Order Rate Evaluation

14.2.3.1 Points will assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

RFP No.: 3583  
 Section VII: Technical Specifications  
 Project No.: 37921  
 Revised: 5/11/2010

A = Total lifecycle cost of lowest valid proposal  
 B = Total lifecycle cost of proposal being scored  
 n = Maximum number of points allocated to cost for this acquisition

- 14.2.3.2 Cost categories and maximum point values are as follows:

| <b>Cost Category</b> | <b>Maximum Value</b> |
|----------------------|----------------------|
| Lifecycle Cost       | 35 Points            |
| Change Order Rate    | 5 Points             |
| <b>Total</b>         | <b>40 Points</b>     |

14.2.4 Stage IV – Selection of the successful Vendor

- 14.2.4.1 Optional Oral Presentation - At the State's option, Vendors remaining in a competitive posture near the end of the evaluation may be requested to make an oral presentation. This presentation must be in person in Jackson, Mississippi at the Vendor's expense and conducted within seven (7) calendar days of notification. The presentation must be made by the Vendor's proposed project principal. The presentation is intended to give the State an opportunity to become acquainted with the Vendor's project principal, receive a first-hand understanding of the proposal and engage in a question and answer session.
- 14.2.4.2 Final Quantitative Evaluation - Following any requested presentations, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.



RFP No.: 3583  
 Section IX: References  
 Project No.: 37921  
 Revised: 5/11/2010

### SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

| Part/Phase        | Deliverable<br>Number/Other | Deliverable/Task/Item | Hours | Cost |
|-------------------|-----------------------------|-----------------------|-------|------|
|                   |                             |                       |       |      |
|                   |                             |                       |       |      |
|                   |                             |                       |       |      |
|                   |                             |                       |       |      |
|                   |                             |                       |       |      |
|                   |                             |                       |       |      |
|                   |                             |                       |       |      |
|                   |                             |                       |       |      |
| <b>Total Cost</b> |                             |                       |       |      |

RFP No.: 3583  
 Section IX: References  
 Project No.: 37921  
 Revised: 5/11/2010

**Table 2 – Change Order Rates**

| <b>Role/Function</b> | <b>Base Rate</b> | <b>Fully-Loaded Rate</b> |
|----------------------|------------------|--------------------------|
|                      |                  |                          |
|                      |                  |                          |
|                      |                  |                          |
|                      |                  |                          |

*RFP No.: 3583  
Section IX: References  
Project No.: 37921  
Revised: 5/11/2010*

## **SECTION IX REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 References must meet the requirement stated in Section VII, Item 8.2. Experience provided in response to Section VII, Item 8.2 may be used to satisfy the references requirements below.
- 1.2 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.3 In addition to the requirements in Section VII, Item 8.2, references should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.3.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
  - 1.3.2 The reference installation product/service must be configured similarly or identically to this RFP; and
  - 1.3.3 The reference installation must have been operational for at least twelve (12) months.

### **2. Subcontractors**

The Vendor must identify in the proposal submitted in response to this RFP, any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

*RFP No.: 3583  
Section IX: References  
Project No.: 37921  
Revised: 5/11/2010*

## **REFERENCE FORM**

### **Complete five (5) Reference Forms.**

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

|  |
|--|
|  |
|--|

*RFP No.: 3583  
Section IX: References  
Project No.: 37921  
Revised: 5/11/2010*

### **SUBCONTRACTOR REFERENCE FORM**

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

|  |
|--|
|  |
|--|

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:  
Description of product/services/project, including start and end dates:

|  |
|--|
|  |
|--|

*RFP No.: 3583*  
*Attachment A: Standard Contract*  
*Project No.: 37921*  
*Revised: 5/11/2010*

## **ATTACHMENT A STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with ITS. The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.



*RFP No.: 3583  
Attachment A: Standard Contract  
Project No.: 37921  
Revised: 5/11/2010*

**PROJECT NUMBER 37921  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal place of business at INSERT VENDOR STREET ADDRESS (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS").

ERROR: ioerror  
OFFENDING COMMAND: %image\_file\_continue

STACK:

-mark-  
-savelevel-